



UNIVERSITY OF MIAMI POLICY AND PROCEDURE MANUAL

TITLE:	Contracts Process	REFERENCE: BSF-120
CATEGORY:	Business Services	PAGE: 1 of 11 SUPERSEDES:
APPROVER:	Brandon E. Gilliland Vice President & CFO	VERSION: EFFECTIVE: 1/16/2018

I. PURPOSE:

The purpose of this policy is to clarify contracting expectations, ensure the proper review and execution of contracts and to minimize the University's exposure. This policy establishes a framework for understanding the specific types of contracts, review processes, signature authority and insurance required before a contract may be executed on behalf of the University.

II. SCOPE:

This policy applies to all University contracts. Contracts create a legally binding obligation on the University. All faculty and staff must adhere to this policy and the procedures set forth herein when considering a formalized agreement with outside parties.

III. POLICY:

Individuals wishing to initiate contract negotiations must have the approval of their respective Dean, VP, Department Chair or Center/Institute Director. All contracts must be reviewed for business terms and conditions by one of the contracting departments defined below prior to review by other administrative units. The contracting department will obtain additional approvals as required.

For purposes of this policy, the term contract refers to the various agreements enumerated under definitions (below) as well as those listed in Appendix A.

The procedures enumerated in this policy do not apply to those agreements set forth in Appendix B (with the exception of the Delegation of Signature Authority referenced herein, which applies University-wide to all agreements). See Appendix B for department contact information for excluded contracts.

Prior to submitting any contract to the contracting department, the employee/department initiating the contract is responsible for determining whether:

- The contract language is clear and consistent with respect to the activity being undertaken;
- The contract accurately and completely reflects the current state of negotiations, including all agreed upon business terms;
- The contract meets programmatic requirements and the goals of the Division/Department. (The contract should be supported by an approved budget or business plan);
- The Division/Department can ensure compliance with all the obligations the agreement places on the University; and
- The contract or agreement does not present an impermissible conflict of interest as stated in policy BSJ-025 or in the UM Research Policy Guidelines Handbook.

After approval of the contract, the employee/department is responsible for:

- Assuring that a copy of the fully executed contract has been returned to the appropriate contracting department to be retained in the applicable University – contract database;
- Assuring ongoing compliance with the terms of the contract including deliverables and record retention; and
- Notifying the appropriate contracting department of any issues, which may arise during the term of the agreement.

The Office of Business Services is the primary source of information, education and assistance to faculty and staff on this policy.

IV. DEFINITIONS:

Contract: A contract is any legally enforceable agreement between two or more parties. A University contract is any agreement between the University (including any of its subunits such as Schools, Divisions, Departments, Centers, University employee, etc.) and another party, which is intended to have a legal effect, whether it is titled “contract” or an “agreement” or untitled. An agreement may be a binding contract even though one party provides something of value to the other party at no charge. A contract may involve a commitment of University funds, facilities, personnel, or other resources in the University’s name, or it may be a commitment for the University to give up a right it otherwise may have. Examples of University contracts include, but are not limited to:

- Agreements for the purchase, lease or rental of goods or services;
- Nondisclosure or confidentiality agreements;
- Agreements which set the terms for gifts;
- Liability waivers;
- Releases;
- Letters of intent (LOI) or collaboration;

- Clinical service agreements;
- Athletic agreements;
- Settlements;
- Licenses;
- Memorandums of understanding (MOUs) or cooperation;
- Research agreements;
- Contracts with hotels or other facilities;
- Assignment of the right of a person, group or agency to use the University name, logo or resources;
- Student or faculty exchange program- agreement; or
- Agreements for the purchase or sale of goods or services.

Delegation of Signature Authority: Authority is granted to individuals to execute contracts on behalf of the University, as approved by the President and the Executive Vice President for Business & Finance and COO, and is stated in policy BSF-125 Contracting Authority. If an employee signs a contract, which he or she is not authorized to sign, the employee will have acted outside the scope of his or her authority as an employee, and doing so may result in disciplinary action, up to and including dismissal.

Ethical Standards: The University is committed to the highest standards of ethics, honesty, and integrity. University employees are expected to act at all times in the best interest of the University.

Contracting Departments:

<p>Office of Research Administration (ORA) 1320 South Dixie Highway Gables One Tower, 6th Floor Coral Gables, FL 33146 305-284-3871 mra@med.miami.edu or cris@med.miami.edu</p>	<p>Supply Chain Services 1320 South Dixie Highway Gable One Tower, Suite 400 Coral Gables, FL 33146 305-284-5751 purchasing@miami.edu or sourcing.supplychain@miami.edu</p>
<p>Intellectual Property Commercialization / Office of Technology Transfer (OTT) 1951 NW 7th Avenue Life Science Park, Suite 300 Miami, FL 33136 Tel: 305 243-5689 Interoffice mail location code: C234 techtransfer@med.miami.edu</p>	<p>Business Services 1320 South Dixie Highway Gables One Tower, Suite 1230 Coral Gables, FL 33146 305-284-5550 contracts@miami.edu</p>

V. PROCEDURE:

STEP 1. IDENTIFY THE ACTIVITY OR TYPE OF CONTRACT

Contracts must be submitted first to the appropriate contracting department depending on its classification. See Contract Contact Sheet (Appendix A). The contracting department will obtain other departmental reviews as necessary.

STEP 2. REVIEW

1. It is preferred that a University-authorized form agreement/template be used. If there is an applicable form agreement/template available, the department must communicate to the contracting party that this is the preferred method of conducting business with the University. Form agreements/templates are specifically designed to protect the University and facilitate the review process. Departments should contact the appropriate contracting department to discuss creation of templates for commonly encountered situations.
2. When the other entity/party does not accept or makes changes to a University contract template, the terms and conditions of the contract must be reviewed by the appropriate contracting department. Contracts prepared and submitted by the other entity/party are not easily amended and increase the turnaround time necessary to review, negotiate and finalize the contract.
3. All contracts must be accompanied by a signed and completed Contract Cover Sheet. Non-research related contracts use the cover sheet found at the [Business Services website](#) and for research-related contracts go to the [Office of Research Administration website](#).
4. The Contract Cover Sheet requires the submitting employee to certify that he or she has read the agreement being submitted to the contracting department, understands its terms, has confirmed the accuracy and completeness of the business terms, and has followed University procedures in submitting the contract and seeking its approval. It also must include:
 - a) A statement clearly explaining the purpose of the contract;
 - b) The approval of the Dean, VP, Administrator or Department Chair;
 - c) Contact information for the other party;
 - d) If the contract is a University form agreement which has not been edited by the other party, it should be signed by the vendor or other party before submitting to the appropriate contracting department;
 - e) The term (length) of the agreement;

- f) If the contract is a renewal or extension of a previously approved contract, a copy of the prior version should be attached; and
 - g) If submitting a contract drafted by the other party the contract must be in Word and an unlocked format (no PDF documents will be accepted).
5. All contracts require review by the General Counsel's and Risk Management offices, unless the review is waived by the appropriate contracting department, as listed on page 2. Additional departmental reviews which may be required include, but are not limited to:
 - a) Export Compliance;
 - b) Controller's Office;
 - c) Office of Privacy and Data Security; and/or
 - d) Treasury Operations.
6. Contracts will require additional approvals if they involve any of the following:
 - Contracts for the procurement of legal services, and settlement agreements must be reviewed and executed by the Office of the General Counsel.
 - Banking, financial and equipment leasing agreements must have approval of the Treasurer's office.
 - Contracts with accounting/audit, business process consulting, or tax firms must have approval of the Controller.
 - All contracts for the acquisition of software, hardware and/or IT/telecommunications services must be approved by Information Technology.
 - Contracts with public relations firms or communications consultants must be approved by University Communications.
 - Contracts with international parties may require review by Export Compliance.
7. In addition to approvals, appropriate contracting departments will send an informational copy of contracts to the Offices of the Controller and Compliance if the contract has any of the following characteristics:
 - a) Revenue contract;
 - b) Purchase/Sale of capitalized asset or operating unit;
 - c) Lease of equipment;
 - d) Funds flows in/out of the United States;
 - e) Agreements with a foreign entity or person;
 - f) Management Services Agreement in debt funded space; or
 - g) Contract with a related party or highly compensated UM employee.
8. Insurance Requirements and Certification – The University requires certain levels of insurance coverage for all parties entering into a contract or agreement. Vendor insurance requirements can be found in the [Risk Management website](#).

Contracting parties should attest to such coverage requirements by providing a Certificate of Insurance naming the University of Miami as an “Additional Insured.”

Any event on or off campus at which alcohol will be served must also be approved by the Office of Risk Management before a contract can be executed. Such contract may also have additional insurance requirements as determined by the Office of Risk Management.

STEP 3. EXECUTION OF CONTRACT

The University has an established signature authority and approval policy which governs the execution of contracts on behalf of the University. The signature of one of these officers or administrators is required on any contract binding the University, in accordance with the Signature Authority Policy ([BSF-125](#)). No University personnel, other than those who have specific authorization, may sign any agreements and/or contracts on behalf of the University. Administrators who have delegated authority to execute agreements and/or contracts shall ensure that:

- The transaction conforms to all University policies and procedures;
- There are no conflicts of interest among the parties to the transaction;
- Liability to the University is minimized through an assessment and negotiation (where appropriate) of risk and insurance requirements;
- The contract provides reasonable legal protection for the University.

Once the agreement is acceptable, it will be executed on behalf of the University and returned to the requester for signature by the other entity/party. A copy of the fully executed agreement must be returned to the appropriate contracting department to be held in the applicable University contract database.

**APPENDIX A
CONTRACT AUTHORITY CONTACT SHEET**

TYPE OF CONTRACT	CONTRACTING DEPARTMENT	CONTACT INFORMATION
<ul style="list-style-type: none"> • <u>Business Services (Non-Procurement)</u> <ul style="list-style-type: none"> ○ Affiliation Agreements ○ Confidentiality/NDA (non-research or technology transfer) ○ Consulting Agreements (outbound services) ○ Facility Use Agreements ○ International Agreements ○ Internships ○ Licensing (non-IPSL or Real Estate) ○ MOU/Collaboration (non-research) ○ New Revenue Stream ○ Observerships ○ Performance Contracts ○ Photography/Filming Location Release ○ Physician Agreements ○ Releases ○ Retainers ○ Revenue Agreements ○ Service Agreements (outbound) ○ Settlements 	<p><u>Business Services</u></p>	<p>1320 South Dixie Highway Gables One Tower, Suite 1230 Coral Gables 305-284-5550 contracts@miami.edu</p>

<ul style="list-style-type: none"> ○ Sponsorships ○ Student and Faculty Exchange Programs ○ Use of University Name, Logo or Marks ○ Volunteer Agreements 		
<ul style="list-style-type: none"> • <u>Intellectual Property Commercialization / Office of Technology Transfer (OTT)</u> <ul style="list-style-type: none"> ○ Assignments ○ Collaborations ○ Confidentiality and Non-Disclosure Agreements (NDA) ○ Equity ○ Intellectual Property Inter-Institutional ○ License & Amendment ○ License/Patents/Royalties ○ Material Transfer (MTA) – Non-grant related, no animals studies and no clinical trials ○ Option ○ Power of Attorneys (POA) ○ Startups/Operating Shareholders Agreements 	<p><u>Intellectual Property Commercialization / Office of Technology Transfer (OTT)</u></p>	<p>1951 NW 7th Avenue Life Science Park, Suite 300 Miami Campus – C234 305-243-5689 techtransfer@med.miami.edu</p>
<ul style="list-style-type: none"> • <u>Office of Research Administration (ORA)</u> <ul style="list-style-type: none"> ○ Clinical trials ○ Data Transfer Agreements 	<p><u>Office of Research Administration (ORA)</u></p>	<p>1320 South Dixie Highway Gables One Tower, Suite 650 6th Floor Coral Gables 305-284-4093 ora.contracting@miami.edu</p>

<ul style="list-style-type: none"> ○ Master Research Agreements ○ Material Transfer Agreements (MTA) – Research related and involve transfer of funds, animals or human subjects ○ Research Collaboration Agreements ○ Research Confidentiality Agreements ○ Research Memorandum of Understanding (MOU) ○ Research/Ancillary Service Agreements & related equipment loan or purchase ○ Subcontracts (inbound/outbound research) ○ Teaming (Research) 		
<ul style="list-style-type: none"> • <u>Supply Chain Services</u> <ul style="list-style-type: none"> ○ Consulting Agreements (inbound services) ○ Hotel Contracts ○ Lease or Rental Agreements ○ Letters of Intent ○ Loan or Trial Equipment ○ Maintenance Agreements ○ Purchase Agreements ○ Services Agreements (inbound services) ○ Software License 	<p><u>Supply Chain</u></p>	<p>1320 South Dixie Highway Gable One Tower, Suite 400 Coral Gables 305-284-5751 Sourcing: sourcing.supplychain@miami.edu Purchasing: purchasing@miami.edu</p>

<ul style="list-style-type: none"> ○ Research Data Use Agreements ○ Inter-institutional IRB Agreements (Reliance and Single IRB) 	<p><u>Office of the Vice Provost for Research; Human Subject Research Office (HSRO)</u></p>	<p>1400 NW 10th Ave. Dominion Tower, Suite 1205J Medical Campus – R64 305-243-1790</p>
<ul style="list-style-type: none"> ○ Managed Care Agreements 	<p>Managed Care and Business Development</p>	<p>1320 S. Dixie Highway Gables One Tower, Suite 220J Coral Gables 305-243-7223</p>